SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1. Requisition Number Page 1 Offeror To Complete Block 12, 17, 23, 24, & 30						1 <b>Of</b> 12				
2. Contract No.		. Award/Effect		4. Order Number	5. Solicitation				Date	
7. For Solicitation Information Call:	A	A. Name SCOTT RYBICKI				Number (N	Number (No Collect Calls)  8. Offer Due Date/Local Time 2003JAN07			ocal Time
9. Issued By Code W56HZV  TACOM AMSTA-LC-CJT WARREN, MICHIGAN 48397-5000				10. This Acqu  X Unrestricte  Set Aside:					nt Terms	
HTTP:/	//CONTRACTING	G.TACOM.ARMY.	MIL		usiness isadv Business	13b. Rati	. This Contract Is Under DPAS (18 ng DOA4			
				SIC:		14. Meth	od Of Solicitation	ı	<u> </u>	
e-mail: RYBICKSC	@TACOM.ARMY.	.MIL Co	do	Size Standard 16. Administe		X RFQ	IFB		RFP Code	
SEE SCHEDU:										
17. Contractor/Off	eror Code	Fa	cility	18a. Payment	Will Be Made B	y			Code	
Telephone No.										
17b. Check If F	Remittance Is I In Offer	Different And P	ut Such	18b. Submit I	nvoices To Addr See Addendum	ess Shown	In Block 18a Unl	ess Block B	Below Is Che	cked
19. Item No.	III OHEI	Schedule O	20. of Supplies/	Services	21. Quantity	22. Unit	23. Unit Prio	re	24 Amo	
Item 140.			HEDULE	oci vices	Quantity	Cint	CIIICTT	<u>cc</u>	7 XIII	, unit
	(	Attach Additio	nal Sheets A	(s Necessary)						
25. Accounting An			<u> </u>	25 1 (00055842 y )	<b>-</b>		26. Total Award	d Amount (	For Govt. U	(se Only)
X 27a. Solicitation	on Incorporate	s By Reference	FAR 52.21	2-1, 52.212-4. FAR 52	2.212-3 And 52.2	12-5 Are A	ttached.	X Are	Are Not A	Attached.
27b.Contract/	Purchase Orde	er Incorporates	By Referen	nce FAR 52.212-4. FA	R 52.212-5 Is At	tached. A	ldenda	Are	Are Not A	Attached.
	_	_		turn 1 Copi						_ Offer
_				Deliver All Items Set nal Sheets Subject To						
The Terms And Co			ny Addition	nai Sheets Subject 10	Accepted A	•		WIICH ATE	Set Forth II	erem is
30a. Signature Of	Offeror/Contra	actor		3	31a. United State	s Of Ameri	ca (Signature Of	Contractin	ng Officer)	
30b. Name And Tit	tle Of Signer (	Type Or Print)	30c. D	ate Signed 3	31b. Name Of Co	ontracting (	Officer (Type Or	Print)	31c. Date S	Signed
32a. Quantity In C	olumn 21 Has	Been		3	33. Ship Number		34. Voucher N	umber	35. Amoun	
Received Inspected Accepted And Conforms To The				Partial	Final					
Contract Except As Noted  32b. Signature Of Authorized Government Representative 32c. Date			Noted 3 32c. Date	Complete	Parti	al Fina	al	37. Check	Number	
9				<u>     </u>	38. S/R Account		39. S/R Voucher		40. Paid F	Ву
					12a. Received By	(Print)			1	
41a. I Certify This 41b. Signature And			er For Pay		12b. Received At	(Location)			-	
zzo. Sigimente i i i	01 0011	,g Officer			12c. Date Recd (Y		42d. Total Co	ontainers	-	
Authorized For Lo	neal Rannadust	ion						Form 1449	0 (10-05)	
Aumorized For Lo	nai neproduct	IVII					Standard	1 01 III 1445	> (エロ <b>-</b> ソラ)	

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#### Name of Offeror or Contractor:

SUPPLEMENTAL IN	IEOBMATION

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.209-4500 QUALIFIED SUPPLIERS LIST REQUIREMENTS MAR/2001
(TACOM)

- (a) Only manufacturers on the TACOM Qualified Suppliers List (QSL) are eligible for award. As indicated on the TACOM Warren website below, QSL-01 applies to buys for Tracked Combat Vehicle Suspension Components and QSL-03 to Wheeled Vehicle Components. A qualified manufacturer is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. QSL status must be in place prior to any award pursuant to this solicitation whether or not the name of the manufacturer is actually included on the QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to meet the standards specified for qualification.
- (b) The provisions governing qualification, and the applicable qualification criteria may be viewed electronically at the following web site: http://contracting.tacom.army.mil/qsl/qsl.htm
- (c) The requirement of this clause for status as a QSL concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such a requirement is specified.

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## Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS  **Procurement is restricted to Goodyear P/N 723-708-782**				
	(End of narrative A001)				
0001	Supplies or Services and Prices/Costs				
	NSN: 2610-01-496-0712 FSCM: 73842 PART NR: 723708782				
0001AA	SECURITY CLASS: Unclassified  PRODUCTION QUANTITY	30	EA	\$	\$
	NOUN: TIRE, PNEUMATIC, VEHI PRON: EH3A3183EH PRON AMD: 01 AMS CD: 060011  Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MILT4 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZV2357U258 W25G1U J 3  DEL REL CD QUANTITY DAYS AFTER AWARD  001 10 0030				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W25GlU) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
	DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W56HZV2357U259         W45G19         J         3           DEL REL CD         QUANTITY         DEL DATE           001         10         30-JAN-2003				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W45G19) SR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V  GATE 44 BLDG 184				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TEXARKANA TX 75507-5000  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 W56HZV2357U260 W62G2T J 3     DEL REL CD				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN  25600 S CHRISMAN ROAD  REC WHSE 10 PH 209 839 4307  TRACY CA 95376-5000				

('()N'(' N     A'(' ()N  SELE'E")'	<b>Page</b> 5 <b>of</b> 12
CONTINUATION SHEET  PIIN/SIIN DAAE07-03-Q-T108 MOD/A	ID

Name of Offeror or Contractor:

PACKAGING AND MARKING

3 52.211-4013 BAR

52.211-4013 BAR CODE MARKING (TACOM)

JAN/2001

- a. Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:
  - (1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
  - (3) Items that are serial numbered shall have the serial number bar coded.
- (4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.
- (5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.
  - b. Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129. (end of clause)

#### Reference No. of Document Being Continued Page 6 of 12 **CONTINUATION SHEET** PIIN/SIIN DAAE07-03-Q-T108 MOD/AMD Name of Offeror or Contractor:

CONTRACT	CLAUSES		
4	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
5	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.247-34	F.O.B. DESTINATION	NOV/1991
8	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
9	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
10	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		
Manufacturer's Name		
Source's Name		
Item Name		
Service		
Identification	Test Number	(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

VARIATION IN QUANTITY

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified
  - (b) The permissible variation shall be limited to: 2% percent increase; and

CONTINUATION	<b>SHEET</b>
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#### Name of Offeror or Contractor:

<u>2%</u> percent decrease.

This increase or decrease shall apply to the entire contract.

(End of clause)

12 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 30 days after the date of award, or, 30 days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: N/A
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

13 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

DEC/2001

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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#### Name of Offeror or Contractor:

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
  - (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following

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#### Name of Offeror or Contractor:

order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

14 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

MAR/2000

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

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### Name of Offeror or Contractor:

material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

16 52.204-4005 (TACOM)

REQUIRED USE OF ELECTRONIC COMMERCE

MAY/2000

(IACOM)

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

17 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

JUN/1999

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

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## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-T108

MOD/AMD

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Name of Offeror or Contractor:

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

18	52.246 (TACOM		FOR THE APPLICABLE MODE OF	SHIPMENT: IN-THE-CLEAR	JAN/2001
Rail/	MILSTRIP				
Motor	Address	Rail	Motor	Parcel Post	
SPLC*	Code	Ship To:	Ship To:	Mail To:	
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer	
209405		Defense Dist Depot	Defense Dist Depot	Defense Dist Depot	
		Susquehanna	Susquehanna	Susquehanna	
		New Cumberland, PA	New Cumberland, PA	New Cumberland, PA 17070-5001	
875670/	W62G2T	Transportation Officer	Transportation Officer	Transportation Officer	
875675		XU Def Dist Depot	XU Def Dist Depot	Dist Depot San Joaquin	
		San Joaquin	San Joaquin	P O Box 96001	
		25600 S Chrisman Rd	25600 S Chrisman Rd	Stockton, CA 95296-0130	
		Rec Whse 10	Rec Whse 10		
		Tracy, Ca 95376-5000	Tracy, Ca 95376-5000		
471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer	
471996		Anniston Army Depot,	Anniston Army Depot,	Anniston Army Depot,	
		Bynum, AL	Bynum, AL	Anniston, AL 36201-5021	
209741/	W25G1R	Transportation Officer	Transportation Officer	Transportation Officer	
209770		Letterkenny Army Depot,	Letterkenny Army Depot,	Letterkenny Army Depot,	
		Culbertson, PA	Chambersburg, PA	Chambersburg, PA 17201-4150	
661136/	W45G19	Transportation Officer	Transportation Officer	Transportation Officer	
661157		Red River Army Depot,	Red River Army Depot,	Red River Army Depot,	
		Defense, TX	Texarkana, TX	Texarkana, TX 75507-5000	
764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer	
764535		Tooele Army Depot,	Tooele Army Depot,	Tooele Army Depot,	
		Warner, UT	Tooele, UT	Tooele, UT 84074-5003	

<sup>\*\*\*</sup>SPLC indicates  $\underline{S} tandard \ \underline{P} oint \ \underline{L} ocator \ \underline{C} ode.$ 

 $\underline{\mathtt{NOTE:}} \ \, \mathtt{The} \ \, \mathtt{following} \ \, \mathtt{is} \ \, \mathtt{applicable} \ \, \underline{\mathtt{only}} \ \, \mathtt{when} \ \, \mathtt{so} \ \, \mathtt{specified} \ \, \mathtt{in} \ \, \mathtt{an} \ \, \mathtt{individual} \ \, \mathtt{order} \ \, \mathtt{or} \ \, \mathtt{delivery} \ \, \mathtt{increment:}$ 

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

CONTINUATION SHEET		пер	Reference No. of Document B	Page 12 of 12	
CC	JNIINUATION S	HEEI	PIIN/SIIN DAAE07-03-Q-T108	MOD/AMD	
Name of O	fferor or Contractor:	•			•
19	52.246-4026	LOCAL ADDRE	SS FOR DD FORM 250		MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(TACOM)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

20 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.